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CHURCH OF SCIENTOLOGY
INTERNATIONAL

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HUB LAW OFFICES

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF MARIN

13 CHURCH OF SCIENTOLOGY)
14 INTERNATIONAL, a California not-for-profit)
religious corporation,)

15)
16)
17 Plaintiff,)

18 vs.)

19)
20 GERALD ARMSTRONG; DOES 1 through 25,)
inclusive,)

21)
22 Defendants.)
23 _____)

CASE NO. BC 157680

[PROPOSED]

ORDER OF PERMANENT
INJUNCTION

DATE: March 31, 1995

TIME: 9:00 a.m.

DEPT: 1

DISC.CUT-OFF: Mar. 19, 1995

MTN CUT-OFF: Apr. 18, 1995

TRIAL DATE: May 18, 1995

24 This matter came on for hearing on August 31, 1994, on motion of plaintiff Church
25 of Scientology International ("the Church") for Summary Adjudication of the Fourth, Sixth
26 and Eleventh Causes of Action of the Second Amended Complaint. Plaintiff Church of
27 Scientology International appeared by its attorneys, Andrew H. Wilson of Wilson, Ryan &
28 Campilongo and Laurie J. Bartilson of Bowles & Moxon, defendant Armstrong appeared by

1 his attorney, Ford Greene. Having read and considered the moving and opposing papers, and
2 the evidence and arguments presented therein and at the hearing, and good cause appearing:

3 IT IS ORDERED:

4 The Church's motion for summary adjudication of the twentieth cause of action of the
5 Second Amended Complaint is GRANTED. The Court finds that there is no triable issue of
6 material fact as to any of the following:

7 1. Plaintiff and defendant freely and voluntarily entered into a Mutual Release of
8 All Claims and Settlement Agreement ("Agreement") in December, 1986.

9 2. Plaintiff performed all of its obligations pursuant to the Agreement.

10 3. Defendant Armstrong received substantial consideration for the promises which
11 he made in the Agreement.

12 4. Since 1990, defendant Armstrong has repeatedly breached paragraphs 7(D),
13 7(E), 7(H), 7(G), 10, 18(D) and 20 of the Agreement.

14 5. Between 1991 and the present, Armstrong breached paragraphs 7(G), 7(H) and
15 10 of the Agreement by providing voluntary assistance, exclusive of testimony made pursuant
16 to a valid subpoena, to the following private individuals, each of whom was pressing a claim
17 or engaged in litigation with plaintiff and/or one or more of the persons and entities referred
18 to in paragraph 1 of the Agreement:

19 * Vicki and Richard Aznaran, anti-Scientology litigants in the case of Vicki
20 Aznaran, et al. v. Church of Scientology International, United States District Court
21 for the Central District of California, Case No. CV 88-1786 (JMI) [Sep.St.Nos. 11-
22 16];

23 * Joseph A. Yanny, anti-Scientology litigant in the case of Religious Technology
24 Center et al. v. Joseph Yanny, et al., Los Angeles Superior Court No. C 690211 and
25 Religious Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior
26 Court No. BC 033035 [Sep.St.Nos. 17-20];

27 * Malcolm Nothling, anti-Scientology litigant in the matter between Malcolm
28 Nothling and the Church of Scientology in South Africa, Adi Codd, Diane Kemp,

1 Glen Rollins; Supreme Court of South Africa (Witwatzbsrand Local Division) Case
2 No. 19221/88. [Sep.St.Nos. 21-24];

3 * Reader's Digest Corporation, anti-Scientology litigant in the case of Church of
4 Scientology of Lausanne vs. Kiosk AG, Basel, Switzerland [Sep.St.Nos. 25-26];

5 * Richard Behar, anti-Scientology litigant in the case of Church of Scientology
6 International v. Time Warner, Inc.; Time Inc. Magazine Company and Richard
7 Behar, United States District Court, Southern District of New York, Case No. 92
8 Civ. 3024 PKL [Sep.St.Nos. 27-28];

9 * Steven Hunziker, anti-Scientology litigant in the case of Hunziker v. Applied
10 Materials, Inc., Santa Clara Superior Court Case No. 692629 [Sep.St.Nos. 29-33];

11 * David Mayo, anti-Scientology litigant in the case of Religious Technology
12 Center v. Robin Scott, et al., United States District Court for the Central District of
13 California, Case No. 85-711 [Sep.St.Nos. 34-35];

14 * Cult Awareness Network, anti-Scientology litigant in the case of Cult
15 Awareness Network v. Church of Scientology International, et al., Circuit Court of
16 Cook County, Illinois, No. 94L804 [Sep.St.Nos. 38-39];

17 * Lawrence Wollersheim, anti-Scientology litigant in the cases of Lawrence
18 Wollersheim v. Church of Scientology of California, Los Angeles Superior Court
19 Number C332027 and Church of Scientology of California v. Lawrence Wollersheim,
20 Los Angeles Superior Court Number BC074815 [Sep.St.Nos. 40-42];

21 * Ronald Lawley, anti-Scientology litigant in the cases of Religious Technology
22 Center, et al. vs. Robin Scott, et al., U.S. District Court, Central District of
23 California, Case No. 85-711 MRP(Bx); Matter Between Church of Scientology
24 Advanced Organization Saint Hill Europe and Africa, and Robin Scott, Ron Lawley,
25 Morag Bellmaine, Stephen Bisbey in the High Court of Justice Queen's Bench
26 Division, Case 1984 S No. 1675; and Matter Between Church of Scientology
27 Religious Education College Inc., and Nancy Carter, Ron Lawley, Steven Bisbey, in
28 the High Court of Justice Queen's Bench Division, Case 1986 C No. 12230

1 [Sep.St.Nos. 43-44];

2 * Uwe Geertz and Steven Fishman, anti-Scientology litigants in the case of
3 Church of Scientology International v. Steven Fishman, et al., United States District
4 Court for the Central District of California Number 91-6426 HLH(Tx) [Sep.St.Nos.
5 45-46];

6 * Tilly Good, a claimant against the Church of Scientology, Mission of
7 Sacramento Valley [Sep.St.Nos. 36-37];

8 * Denise Cantin, a claimant against the Church of Scientology of Orange
9 County; Church of Scientology of Boston; and Church of Scientology, Flag Service
10 Organization [Sep.St.Nos. 36-37]; and

11 * Ed Roberts, a claimant against the Church of Scientology of Stevens
12 Creek [Sep.St.Nos. 36-37].

13 6. Between 1992 and the present, Armstrong breached paragraph 7(D) of the
14 Agreement by contacting media representatives, granting interviews and attempting to assist
15 media representatives in the preparation for publication or broadcast magazine articles,
16 newspaper articles, books, radio and television programs, about or concerning the Church
17 and/or other persons and entities referred to in paragraph 1 of the Agreement. These media
18 representatives included:

19 * Cable Network News: reporter Don Knapp, in March, 1992 [Sep.St.Nos. 47-
20 48];

21 * American Lawyer Magazine: reporter Bill Horne, in March, 1992 [Sep.St.No.
22 49];

23 * Los Angeles Times: reporter Bob Welkos, in May, 1992; and reporter Joel
24 Sappell, in June, 1993 [Sep.St.Nos. 50-51];

25 * CAN Video Interview, with anti-Scientologists "Spanky" Taylor and Jerry
26 Whitfield, in November, 1992 [Sep.St.No. 52];

27 * KFAX Radio: interview planned but prevented in April, 1993 [Sep.St.No. 53];

28 * Newsweek Magazine: reporter Charles Fleming, in June, 1993 and August,

- 1 1993 [Sep.St.No. 54-56];
- 2 * Daily Journal: reporter Mike Tipping, in June, 1993 [Sep.St.No. 57];
- 3 * Time Magazine: reporter Richard Behar, in March, 1992 and in June, 1993
- 4 [Sep.St.Nos. 58-59];
- 5 * San Francisco Recorder: reporter Jennifer Cohen, in August, 1993 [Sep.St.No.
- 6 60];
- 7 * E! Entertainment Network: reporter Greg Agnew, in August, 1993
- 8 [Sep.St.No. 61];
- 9 * WORD Radio: Pittsburgh, Pennsylvania, interviewed in the fall of 1993
- 10 [Sep.St.No. 62];
- 11 * St. Petersburg Times: St. Petersburg, Florida, reporter Wayne Garcia, in the
- 12 fall of 1993 [Sep.St.No. 63];
- 13 * Premiere Magazine: letter to the editor, in October, 1993 [Sep.St.No. 64];
- 14 * Mirror-Group Newspapers: United Kingdom, in May, 1994
- 15 [Sep.St.No. 65];
- 16 * Gauntlet Magazine: New York, New York, reporter Rick Cusick in June,
- 17 1994 [Sep.St.No. 66];
- 18 * Pacific Sun Newspaper: reporter Rick Sine, in June and July, 1994
- 19 [Sep.St.No. 67];
- 20 * Disney Cable: reporter Marsha Nix, in August, 1994 [Sep.St.No. 68]; and
- 21 * Tom Voltz: Swiss author writing a book about Scientology, in October, 1994
- 22 [Sep.St.No. 69].

23 7. Between 1992 and the present, Armstrong breached paragraph 7(D) of the
24 Agreement by preparing and distributing at least three manuscripts concerning his claimed
25 experiences in and with Scientology, including a treatment for a screenplay which he intends
26 to turn into a film [Sep.St.Nos.70-71].

27 8. Between 1991 and the present, Armstrong further breached paragraph 7(D) of
28 the Agreement by disclosing his claimed experiences in or with Scientology to each of the

1 following persons or groups, not previously identified: Robert Lobsinger [Sep.St.No. 72];
2 the New York Times [Sep.St.No. 73]; Toby Plevin, Stuart Culter, Anthony Laing, Kent
3 Burtner, and Margaret Singer [Sep.St.No. 74]; Priscilla Coates [Sep.St.No. 75]; Omar
4 Garrison [Sep.St.No. 76]; Vaughn and Stacy Young [Sep.St.No. 77]; a Stanford University
5 psychology class [Sep.St.No. 78]; attendees at the 1992 Cult Awareness Network Convention
6 [Sep.St.No. 79]; and Hana Whitfield [Sep.St.No. 80].

7 9. In June, 1993, Armstrong organized "Fight Against Coercive Tactics, Inc."
8 ("FACTNet"), a Colorado non-profit corporation, for the purpose of creating an electronic
9 database for use in anti-Scientology litigation [Sep.St.Nos. 81-82]. Armstrong provided
10 declarations, documents, strategy and planning to FACTNet [Sep.St.Nos. 84-85]. Armstrong
11 admits that the purposes of assembling database include "providing access to materials for
12 persons who were engaged in litigation with various Church of Scientology entities," and
13 "making information available to persons who might be contemplating pressing claims against
14 various Church of Scientology entities." [Sep.St.No. 83].

15 10. Defendant Armstrong has reiterated numerous times that he intends to
16 continuing breaching the Agreement unless he is ordered by the Court to cease and desist
17 [Sep.St.Nos. 87-97].

18 11. Plaintiff's legal remedies are inadequate insofar as the scope of the relief
19 ordered below is concerned. Tamarind Lithography Workshop, Inc. v. Sanders (1983) 143
20 Cal.App.3d 571, 577-578, 193 Cal.Rptr. 409, 413.

21 Accordingly, the Court finds that entry of a permanent injunction in this action is
22 necessary in this action because pecuniary compensation could not afford the Church
23 adequate relief, and the restraint is necessary in order to prevent a multiplicity of actions for
24 breach of contract. Civil Code § 3422(1),(3). A ORDER of injunction is therefore entered
25 as follows:

26 Defendant Gerald Armstrong, his agents, employees, and persons acting in concert or
27 conspiracy with him are restrained and enjoined from doing directly or indirectly any of the
28 following:

1 1. Voluntarily assisting any person (not a governmental organ or entity)
2 intending to make, intending to press, intending to arbitrate, or intending to litigate a
3 claim against any of the persons or entities referred to in paragraph 1 of the "Mutual
4 Release of All Claims and Settlement Agreement" of December, 1986, regarding such
5 claim or regarding pressing, arbitrating, or litigating it;

6 2. Voluntarily assisting any person (not a governmental organ or entity)
7 defending a claim, intending to defend a claim, intending to defend an arbitration, or
8 intending to defend any claim being pressed, made, arbitrated or litigated by any of
9 the persons or entities referred to in paragraph 1 of the "Mutual Release of All
10 Claims and Settlement Agreement" of December, 1986, regarding such claim or
11 regarding defending, arbitrating, or litigating against it;

12 3. Voluntarily assisting any person (not a governmental organ or entity)
13 arbitrating or litigating adversely to any person or entity referred to in paragraph 1 of
14 the "Mutual Release of All Claims and Settlement Agreement" of December, 1986;

15 4. Facilitating in any manner the creation, publication, broadcast, writing,
16 filming audio recording, video recording, electronic recording or reproduction of any
17 kind of any book, article, film, television program, radio program, treatment,
18 declaration, screenplay or other literary, artistic or documentary work of any kind
19 which discusses, refers to or mentions Scientology, the Church, and/or any person or
20 entity referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
21 Agreement" of December, 1986;

22 5. Discussing with anyone, not a member of Armstrong's immediate
23 family or his attorney, Scientology, the Church, and/or any person or entity referred
24 to in paragraph 1 of the "Mutual Release of All Claims and Settlement Agreement" of
25 December, 1986;

26 6. Acquiring or creating in the future any repository, collection, or
27 database (electronic or otherwise) of writings, recordings, documents, or books of any
28 kind, which discuss or concern Scientology, the Church and/or any person or entity

1 referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
2 Agreement" of December, 1986.

3 In addition, it is ORDERED that, within 20 days of the issuance of this Order,
4 Armstrong shall:

5 1. Remove all information concerning Scientology, the Church and/or any
6 person or entity referred to in paragraph 1 of the "Mutual Release of All Claims and
7 Settlement Agreement" of December, 1986 from any and all databases, electronic or
8 otherwise, within the possession, custody or control of FACTNet;

9 2. Return to the Church any documents which he now has in his
10 possession, custody or control which discuss or concern Scientology, the Church
11 and/or any person or entity referred to in paragraph 1 of the "Mutual Release of All
12 Claims and Settlement Agreement" of December, 1986, other than documents which
13 have been filed in this litigation.

14 It is further ORDERED that during the pendency of this litigation, documents which
15 have been filed in this litigation may be retained by Armstrong's counsel. Those documents
16 are to remain sealed, in the possession of Mr. Greene or any successor counsel, and may not
17 be distributed to third parties. At the conclusion of the instant litigation, it is ORDERED
18 that all documents from this case in counsel's possession which do not comprise counsel's
19 work product will be delivered to counsel for plaintiff. Counsel's work product may be
20 retained by Armstrong's counsel.

21
22 DATED: _____, 1995

23 THE HONORABLE GARY W. THOMAS
24 SUPERIOR COURT JUDGE
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On February 23, 1995, I served the foregoing document described as [PROPOSED] ORDER OF PERMANENT INJUNCTION on interested parties in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY FAX AND MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on February 23, 1995 at Los Angeles, California.

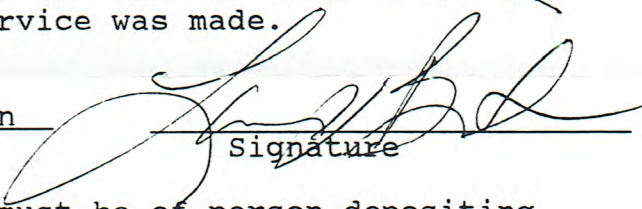
[] **** (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressees.

Executed on _____ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie J. Bartilson
Print or Type Name


Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)